

Agency: Department of Corrections**Project Title:**

Dental Equipment for Lemon Creek Correctional Center

State Funding Requested: \$ 53,000**House District: 3 - B**

One-Time Need

Brief Project Description:

The dental equipment at Lemon Creek Correctional Center is at least 30 years old and is no longer medically adequate. The money requested will go towards updating the dental equipment in order to provide more adequate and efficient care.

Funding Plan:**Total Cost of Project: \$56,997**

	<u>Funding Secured</u>		<u>Other Pending Requests</u>		<u>Anticipated Future Need</u>	
	<i>Amount</i>	<i>FY</i>	<i>Amount</i>	<i>FY</i>	<i>Amount</i>	<i>FY</i>
State Funds					\$3,997	2009
Total					\$3,997	

Detailed Project Description and Justification:

The Lemon Creek Correctional Center is greatly in need of new dental equipment. Existing equipment is outdated and malfunctions occur on a regular basis. Dental care has been cancelled on several occasions due to breakdowns and lack of adequate repair personnel.

Several pieces of equipment continue to breakdown even after repeated attempts to repair them. The x-ray unit was purchased in 1983 and routinely destroys or loses x-ray films.

New dental equipment would cut down on the number and occurrence of breakdowns, improve the safety and quality of the dental care, and save state funds currently spent on repair and increased dental costs caused by delaying needed procedures.

Project Timeline:

Dental equipment will be purchased by the end of calendar year 2009.

Entity Responsible for the Ongoing Operation and Maintenance of this Project:

Department of Corrections

Grant Recipient Contact Information:

Contact Name: Dwayne Peeples

Phone Number: 465-4670

Address: Department of Corrections

Email: Dwayne_Peeples@alaska.gov

Has this project been through a public review process at the local level and is it a community priority? ☐ Yes ☒ No

March 21st, 2008

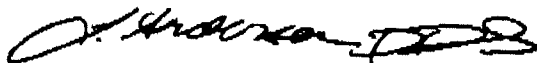
Attn: Hannah McCarty

Dr. Lonnie Anderson
PO Box 32498
Juneau, AK 99801
907-789-2066

To Whom It May Concern:

The Lemon Creek Correctional Center is greatly in need of new dental equipment. The equipment we have is outdated as malfunctions occur on a regular basis. Dental care has been cancelled several times due to breakdowns and lack of adequate repair personnel. Dental equipment requires specialized service that our facility does not have available. Our high-speed hand piece set-up does not have water coming through it. This has been like this for over one year. Water is vitally important when using a high-speed hand piece because it cools and cleans the burs when in use. If the burs are not cooled, they super heat and fry tooth structures. It has been "repaired" several times with the same result, the inevitable breakdown shortly thereafter. Our x-ray unit is a 1983 model. Our x-ray developer routinely destroys or looses our x-ray films and is extremely outdated. New dental equipment would cut down on the number and occurrence of breakdowns, improve the dental care we provide, and save the limited state funds that are available. Please help us in any way possible.

Sincerely,



Dr. Lonnie Anderson
Lemon Creek Correctional Facility

CUSTOMER ORDER

ID: 458114019
Name: ANDERSON, LONNIE DDS
Address: 9211 LEE SMITH DRIVE
JUNEAU, AK 99801

Phone: (907) 789-2066
Fax: (907) 789-2507

Branch: SEATTLE BRANCH
Proposed By: Barb Rolfe
Rep Phone#: (425) 488-4620
Rep Cell Phone#: () -
Date Proposed: 2/20/2007
Approx. Install Date:
Expiration Date:

<u>Mfr</u>	<u>Mfr#</u>	<u>Description</u>	<u>Qty</u>	<u>Retail Price</u>	<u>Sell Price</u>	<u>Total</u>
ADEC	511	Dental chair	1	0.00	8,537.00	8,537.00
ADEC	533	Continental delivery system	1	0.00	12,458.00	12,458.00
ADEC	571	Light	1	0.00	2,039.00	2,039.00
ADEC	551	Assistant's instrumentation	1	0.00	2,464.00	2,464.00
ADEC	561	Cuspidor.support center,and monitor mt	1	0.00	632.00	632.00
ADEC	0.10039832	Synea TA-98LW	3	1,170.00	969.00	2,907.00
ADEC	0.10432400	RA-24 Roto-Quick Coupler	1	255.00	211.00	211.00
ADEC	0.10239930	WA-99LT	4	0.00	1,333.00	5,332.00
ADEC	0.10134331	Synea HA-43A	1	670.00	553.00	553.00
ADEC	0.10235630	Synea WA-56LT	4	1,235.00	1,022.00	4,088.00
ADEC	0.00092456	924 Roto-Quick Coupler	1	255.00	211.00	211.00
ADEC	0.10032530	Synea A-25LT Low-Speed Air Motor	1	1,170.00	969.00	969.00
ADEC	5580.42	Treatment console	1	0.00	6,903.00	6,903.00
Note: Dual opening storage w/CPU vent Front opening door storage w/ mt panel Midsection w/ flip-down door and storage Non-pass-thru upper storage						
ADEC	5531.72	Accessory console	1	0.00	3,824.00	3,824.00
Note: Round end cap Front opening door storage w/ mounting panel Front opening door storage Square wash station						
ADEC	545	12:00 assistant's instrumentation	1	0.00	1,430.00	1,430.00
PROGENY	30-A2040	Handswitch w/ 25 ft. Cable	1	95.00	88.00	88.00
PROGENY	P 7017-P	Preva DC Intraoral X-ray - 76" Arm (Double Stud Mount)	1	5,335.00	4,351.00	4,351.00
Note: Features: Gray accents, LCD display, 30 preprogrammed settings, 0.4mm focal spot, adjustable kV, mA, & time settings, an ergonomic tubehead handle & control panel can be mounted remotely. Compatible w/ digital receptors, standard & high speed films. 2-year mfr warranty.						

Subtotal:	\$56,997.00
Estimated Sales Tax(0.0000%):	\$0.00
Freight/Misc Charges:	\$0.00
Total Investment:	\$56,997.00
Less Downpayment:	\$0.00
Net Investment:	\$56,997.00

CUSTOMER ORDER

ID: 458114019
 Name: LONNIE ANDERSON DDS
 Address: 8211 LEE SMITH DRIVE
 JUNEAU, AK 99801

Phone: (907) 788-2088
 Fax: (907) 788-2507

Branch: SEATTLE BRANCH
 Proposed By: Bob Pattillo, Equipment Specialist
 Rep Phone#: (800) 582-2265
 Rep Cell Phone#: (425) 288-8262
 Date Proposed: 1/30/2007
 Approx. Install Date:
 Expiration Date:

Mfr	Mfr#	Description	Qty	Retail Price	Sell Price	Total
ADEC	511	A-dec 511 DENTAL CHAIR	1	9,736.00	8,537.00	8,537.00
Note: Sable						
ADEC	533	A-dec 533 CONTINENTAL DELIVERY SYSTEM	1	14,208.00	12,458.00	12,458.00
Note: Autoclavable syringe Satelec SP Newtron scaler 6-pin silicone tubing 6-pin silicone tubing 1st electric micromotor controller and tubing Whip assembly for position 1 Standard tray holder 10' (3048mm) umbilical						
ADEC	571	A-DEC 571 DENTAL LIGHT	1	2,325.00	2,038.00	2,038.00
Note: Lower support arm						
ADEC	581	A-DEC 581 ASSISTANT'S INSTRUMENTATION	1	2,809.00	2,464.00	2,464.00
Note: Long arm with single 3-position holder, Assistant's curing light, Autoclavable Assistant's syringe, Master toggle kit Support link						
ADEC	581	A-DEC CUSPIDOR SUPPORT CENTER AND MONITOR MOUNT	1	720.00	632.00	632.00
Note: 581 flat panel monitor mount						
ADEC	0.10039832	TA-86LW SYNEA HIGHSPEED	3	1,105.00	988.00	2,987.00
ADEC	0.10432400	RA-24 8-PIN ROTOQUICK W/BULB	1	240.00	211.00	211.00
ADEC	0.10239830	WA-88LT 1:5 FIBER OPTIC ATTACH	4	1,520.00	1,333.00	5,332.00
ADEC	0.10134331	HA-43A 1:1 STRAIGHT ATTACH	1	630.00	553.00	553.00
ADEC	0.10235630	WA-56LT 1:1 FIBER OPTIC ATTACH	4	1,185.00	1,022.00	4,088.00
ADEC	0.00082488	824 ROTO-QUICK	1	240.00	211.00	211.00
ADEC	0.10032530	A-25LT AIR MOTOR	1	1,105.00	988.00	988.00
ADEC	5580.42	5580.42 TREATMENT CONSOLE	1	7,871.00	6,903.00	6,903.00
Note: Dual Opening Storage w/CPU Vent Front Opening Door Storage w/Mounting Panel Front Opening Door Storage w/Mounting Panel Midsection with Flip-down Door & Shelf Non Pass-Through Upper Storage						
ADEC	5531.72	5531.72 ACCESSORY CONSOLE	1	4,360.00	3,824.00	3,824.00
Note: Round End Cap Front Opening Door Storage w/Mounting Panel Front Opening Door Storage Square Wash Station						
ADEC	545	A-DEC 545 12 O'CLOCK ASSISTANT'S INSTRUMENTATION	1	1,630.00	1,430.00	1,430.00
Note: Standard tray holder - No instrumentation just table only						
PROGENY	30-A2040	Handswitch w/ 25 ft. Cable	1	95.00	88.00	88.00

Mfr	Mfr#	Description	Qty	Retail Price	Sell Price	Total
PROGENY	P 7017-P	Prev DC Introral X-ray - 76" Arm (Double Stud Mount)	1	5,335.00	4,381.00	4,381.00
Note: Features: Gray accents, LCD display, 30 preprogrammed settings, 0.4mm focal spot, adjustable kV, mA, & time settings, an ergonomic subhead handle & control panel can be mounted remotely. Compatible w/ digital receptors, standard & high speed films. 2-year mfr. warranty.						

Subtotal:	\$56,897.00
Estimated Sales Tax(0.0000%):	\$0.00
Mac Charges:	\$0.00
Total Investment:	\$56,897.00
Less Downpayment:	\$5,689.70
Net Investment:	\$51,207.30

Sales tax is an estimate. Actual sales tax charged on invoice will depend upon state and local laws. The prices in this proposal will remain in effect until the earlier of the expiration date set forth above or a manufacturer price increase. Customer's order will not be binding on Patterson Dental Supply, Inc. ("Patterson") unless and until Patterson accepts the order by signing below.

By signing below, Customer contracts for, and Patterson agrees to furnish, the products and services specified in this Order on the terms contained in the schedules identified below (the "Schedules"). Customer acknowledges receipt of a copy of this Order and the Schedules (together, "this Agreement"). Customer agrees to be bound by the terms of this Agreement, including the WARRANTY LIMITATIONS.

Schedules

- ☒ General Terms and Conditions
☒ Equipment

 Patterson Representative

 Customer Signature

 Date

GENERAL TERMS AND CONDITIONS

1. **Order.** Customer hereby authorizes Patterson to order and deliver the products described in the Order. Customer may cancel this order only with the written consent of Patterson and the payment of reasonable and proper cancellation charges.
2. **Payment.** Payment in full is due on or before delivery unless otherwise expressly provided in the Order or in a separate written agreement between Patterson and Customer. In the event Customer elects to accept partial delivery, payment will be made in the same manner. If Customer fails to make any payment when due, Customer will pay a late charge not to exceed the lesser of 1.5% per month of the late payment or the maximum lawful amount. Customer agrees to pay all fees, charges, assessments, and taxes of any kind imposed by any governmental entity in respect of this Agreement. To secure payment of amounts due, Customer grants Patterson a purchase money security interest in all equipment described in the Order.
3. **Business Purpose.** Customer will use all products ordered from Patterson solely in the operation of Customer's business and not for personal, household, or family purposes.
4. **Force Majeure.** Patterson shall not be liable for failure to deliver or delays in delivery or performance due to causes beyond its reasonable control including without limitation delays in manufacture or transportation, acts of Customer or others acting for or on behalf of Customer, strikes or other labor difficulties, governmental controls or actions, acts of God or other casualties. In the event of such failure or delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the failure or delay.
5. **No Waiver.** Any representation, affirmation of fact, course of dealing, usage of trade, promise or condition in connection with this Agreement not incorporated herein shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be effective unless in writing and signed by a duly authorized representative of Patterson. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
6. **Governing Law.** This Agreement shall be governed by the laws of the state of Minnesota.
7. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, OR FOR ANY CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE.
8. **Miscellaneous.** This Agreement and any other written agreement between Patterson and Customer expressly referenced in this Agreement constitute the entire agreement between the parties as to the subject matter of this Agreement and supersede all other communications, oral or written. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

EQUIPMENT

1. **Risk of Loss; Acceptance; Returns.** Risk of loss to the equipment described in the Order (the "Equipment") passes to Customer upon delivery to Customer. Customer is deemed to accept any Equipment it does not reject by written notice to Patterson and the carrier, if any, within ten (10) days after the Equipment is delivered to Customer. Customer may otherwise return Equipment to Patterson only with Patterson's prior written authorization.
2. **Preparation of Site.** Customer is responsible for all costs of labor, parts and material relating to plumbing, electrical, carpentry, or flooring work, disconnecting or reconnecting old equipment, moving old equipment, voice and data cabling, and all other site preparation costs. Customer is responsible for all costs of parts and material that are not Equipment and are required to install the Equipment. Customer assumes responsibility for work performed by persons other than employees of Patterson.
3. **Equipment Compatibility.** Patterson disclaims any responsibility for any computer hardware or other equipment now or later owned by Customer, including but not limited to whether such computer hardware or other equipment is compatible with any other hardware, software or other products purchased from Patterson. Customer is solely responsible for upgrading or replacing any such equipment to ensure its compatibility with any hardware, software or other products purchased from Patterson.
4. **Limited Warranty.**
 - (a) **Computer Equipment.** Patterson warrants that all computer Equipment other than consumable goods is free of material defects in materials and workmanship for 12 months from the date of purchase, and that consumable goods such as backup media, print and toner cartridges are free from such defects for one month from the date of purchase. "Computer Equipment" means all central processing units and peripheral computer equipment attached to a central processing unit and does not include software. This warranty extends only to the original purchaser, is not transferable, and does not apply to any Equipment sold as used. This warranty is void if the computer Equipment has been damaged by misuse, including accidental damage, by failure to maintain in accordance with Patterson's recommendations, or as the result of service or modification by anyone other than a service center authorized by Patterson, or, in the case of a CAESY Edge Server, if the seal on the CAESY Edge Server is broken. Patterson or a service center authorized by Patterson will use reasonable efforts to repair or replace, at its option and expense, any computer Equipment that proves during the warranty period to be defective, provided Customer gives Patterson written notice of the defect during the warranty period. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS REPAIR OR REPLACEMENT, AT PATTERSON'S OPTION.
 - (b) **Extended Warranty.** If Customer purchases a separate warranty plan made available by Patterson for computer Equipment (a "Plan"), Customer will have the additional benefits described in such Plan.
 - (c) **Dental Equipment.** With respect to Equipment other than computer Equipment, for 90 days following installation Patterson will without a labor charge make reasonable efforts to repair Equipment that fails to operate properly, except when the failure is caused by misuse, including accidental damage, or by failure to maintain in accordance with Patterson's recommendations, or when the Equipment has been repaired or serviced by anyone other than authorized personnel of Patterson.
 - (d) **THE FOREGOING CONSTITUTES THE SOLE OBLIGATION OF PATTERSON WITH RESPECT TO THE EQUIPMENT.** Except as may be required under a Plan purchased by Customer, Patterson shall have no responsibility for upgrading or repairing any computer Equipment, and any cost or charge to Customer for the replacement of Equipment or parts shall be governed solely by the terms of the manufacturer's warranties, if any.
5. **Disclaimer of Warranty.** EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, PATTERSON MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT. NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY WHICH MAY BE PROVIDED BY THE THIRD PARTY MANUFACTURER OF ANY EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT SHALL BE AGAINST SUCH THIRD PARTY MANUFACTURER.
6. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL PATTERSON BE LIABLE FOR ANY (A) LOSS OF PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND EVEN IF PATTERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (B) CLAIMS MADE AGAINST PATTERSON MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION AROSE. WITHOUT LIMITATION OF THE FOREGOING, PATTERSON SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED BY MALICIOUS SOFTWARE OR FOR LOSS OF DATA HOWEVER CAUSED, AND WHETHER OR NOT PREVENTED BY ANTI-VIRUS OR INTRUSION PROTECTION SOFTWARE ACQUIRED FROM PATTERSON.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PATTERSON'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT RELATING TO EQUIPMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE PAID TO PATTERSON UNDER THIS AGREEMENT FOR SUCH EQUIPMENT.
8. **Back-up Devices.** Customer is responsible for ensuring that its data is accurately and regularly backed up.